

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 07	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. 22	3. EFFECTIVE DATE November 9, 2004	4. REQUISITION/PURCHASE REQ. NO. See Page 2	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE PS41-F	7. ADMINISTERED BY (If other than Item 6) CODE PS41-F		
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		Procurement Office/PS41F George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812 Lizette.M.Kummer@NASA.gov/256-544-3457	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)		9A. AMENDMENT OF SOLICITATION NO.	
COLSA Corporation 6726 Odyssey Drive Huntsville, AL 35802 Attn: Pat Hodges		(v)	
TIN# 63-0798322		9B. DATED (SEE ITEM 11)	
Code 4U825 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNM04AA07C	
		10B. DATED (SEE ITEM 13) December 4, 2003	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Page 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This modification is issued to increase contract value. See Page 2 for description of this modification.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Patricia U. Hodges Director, Contracts COLSA Corporation		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) George E. Harvey Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED November 5, 2004	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED November 9, 2004
Original Signed by (Signature of person authorized to sign)		BY Original Signed by (Signature of Contracting Officer)	

Standard Form 30 Continued

Continuation of Block 12 Accounting and Appropriation Data
and Block 4 Requisition/Purchase Requisition No.

Requisition		
N/A		\$
	TOTAL :	N/A

Continuation of Block 14 Description of Amendment/Modification:

TABULATION OF CONTRACT CHANGES

	<u>Negotiated Est. Cost</u>	<u>Award Fee Earned</u>	<u>Potential Award Fee</u>	<u>Incentive Fee Earned</u>	<u>Potential Incentive Fee</u>	<u>Total Contract Value</u>	<u>Total Sum Allotted</u>
Previous Total	\$104,533,648	\$ 456,881	\$ 3,703,534	\$ 208,928	\$ 2,046,442	\$110,949,433	\$21,708,749
This Mod	\$ 252,506	\$ 0	\$ 7,386	\$ 0	\$ 3,977	\$ 263,869	\$0
Revised Total	\$104,786,154	\$ 456,881	\$ 3,710,920	\$ 208,928	\$ 2,050,419	\$111,213,302	\$21,708,749

This modification is issued to effect the following changes

1. In accordance with paragraph B. 12 of this contract, **Task Order 06** is issued for the period 1 January 2004 through 30 September 2004, thereby increasing contract value by the negotiated amount of \$263,869.

The performance work statement for the 2-YEAR NRT effort is hereby incorporated in Attachment J-9 .

2. Section B.2 Estimated Cost, Award Fee and Performance Incentive Fee

(a) is changed to increase estimated cost from \$ 104,533,648 by \$ 252,506 to \$ 104,786,154, maximum potential award fee from \$ 3,703,534 by \$ 7,386 to \$ 3,710,920 , maximum potential performance incentive fee, from \$ 2,046,442 by \$ 3,977 to \$ 2,050,419 and total estimated cost maximum potential award fee, maximum potential performance incentive fee from \$110,283,624 by \$ 263,869 to \$110,547,493 as shown:

The estimated cost of this contract is \$ 104,786,154. The maximum potential award fee is \$ 3,710,920. The maximum potential performance incentive fee is \$ 2,050,419. Total estimated cost, maximum potential award fee, maximum potential performance incentive fee, is \$ 110,547,493. It is expected that this contract will contain no base fee.

(b) is changed to correct, the misstated Estimated Cost for the period 1/1/04-12/31/06 from \$ 63,998,629 back to \$ 63,988,629; and to increase Estimated Cost from \$ 63,988,629 by \$ 252,506 to \$ 64,241,135 , Maximum Potential Award Fee from \$ 2,090,224 by \$ 7,386 to \$ 2,097,610 , Maximum Potential Performance Incentive Fee from \$ 1,177,737 by \$ 3,977 to \$ 1,181,714 and Total Contract Value, from \$ 67,922,399 by \$ 263,869 to \$ 68,186,268 as shown:

(b) Breakout of estimated cost, maximum potential award fee, and maximum performance incentive fee is as follows:

<u>Period Covered</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Award Fee Earned</u>	<u>Maximum Potential Perf. Fee</u>	<u>Performance Fee Earned</u>	<u>Total Contract Value</u>
1/1/04 - 12/31/06	<u>\$64,241,135</u>	<u>\$2,097,610</u>	<u>\$456,881</u>	<u>\$1,181,714</u>	<u>\$208,928</u>	<u>\$68,186,268</u>

(d) is hereby changed to delete Potential Award and Incentive Fee for the completed period, and to increase Potential Award Fee for the period July 1- December 31, 2004 from \$ 469,712 by \$ 7,386 to \$ 477,098 and Potential Incentive Fee from \$ 263,368 by \$ 3,977 to \$ 267,345 as shown:

<u>Evaluation Period</u>	<u>Potential Award Fee</u>		<u>Potential Incentive Fee</u>	
January 1 - June 30, 2004	1	Completed	1	Completed
July 1-December 31, 2004	2	<u>\$477,098</u>	2	<u>\$267,345</u>
January 1 - June 30, 2005	3	\$409,818	3	\$231,117
July 1-December 31 2005	4	\$409,818	4	\$231,117
January 1-June 30, 2006	5	\$400,439	5	\$226,068
July 1-December 31, 2006	6	\$400,439	6	\$226,068
January 1-June 30, 2007	7	\$398,748	7	\$214,710
July 1-December 31, 2007	8	\$398,748	8	\$214,710
January 1-June 30, 2008	9	\$407,906	9	\$219,642
July1-December 31, 2008	10	<u>\$407,906</u>	10	<u>\$219,642</u>
		<u>\$3,710,920</u>		<u>\$2,050,419</u>

(e) is changed to add the amount of Award Fee and Performance Incentive Fee Unearned by Period as follows:

The amount of award fee which has been awarded pursuant to this clause and the period to which said fee applies is set forth below:

<u>Award Fee Period</u>	<u>Amount Earned</u>	<u>Amount Unearned</u>
January1-June 30, 2004	\$ 456,881	\$ (28,131)
Total	\$ 456,881	\$ (28,131)

<u>Incentive Fee Period</u>	<u>Amount Earned</u>	<u>Amount Unearned</u>
January1-June 30, 2004	\$ 208,928	\$0
Total	\$ 208,928	\$0

3. Page J-1 Part III- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
SECTION J-LIST OF ATTACHMENTS

Replace Attachment J-9 Reserved, with Attachment J-9 Performance Work Statements for IDIQ Task Orders. Replace Page 0 with J-9-1.

4. Incorporate the Performance Work Statements for IDIQ Task Orders not found in Task Directives into ATTACHMENT J-9 PERFORMANCE WORK STATEMENTS FOR IDIQ TASK ORDERS Page J-9-1

5. Section B.7.1 IDIQ Task Order Performance Schedule

is hereby changed to add Task Order 06 , Task Order descriptions, and add a reference to Attachment J-9 incorporated herein, as follows:

The performance schedule for the IDIQ task orders issued under this contract is set out below:

Calendar Year	Task Order	Period of Performance	Total Order Amount	Mod #
2004	01 Chandra	21Jan2004-31May2004	\$399,826	3
2004	01/Revision A	21Jan2004-05July2004	n/a	9
2004	02 TD04c-01	5April2004-31July2004	\$22,814	12
2004	03 2 nd Gen.	19July2004-23July2004	\$4,687	13
2004	04 TD-03,04,06	1Jan2004-31Dec2004	\$110,300	17
2004	05TD-02,05	17May2004-30Sept2004	\$59,416	17
2004	06 2Yr NRT	1Jan-30 Sept 2004	\$263, 869	22

Performance Work Statements not reference in Attachment J-9 are contained in the Task Directives and are an integral part of the contract.

6. "TABULATION OF CONTRACT CHANGES" Modifications 20 and 21, pages 2 of 3, the amount for Award Fee Earned is misstated as \$ 486,881. This modification corrects the amount back to \$ 456,881 as per Modification 19.

7. The foregoing changes are also indicated by a vertical line in the outer margin of each replacement page next to the affected text. Please substitute the current contract page with the revised page attached

<u>Current Page</u>	<u>Revised Page</u>	<u>New Page</u>
B-1	B-1	
B-2	B-2	
B-2A	B-2A	
B-6A	B-6A	
J-1	J-1	J-9-1

8. Contractor's statement of Release

In consideration of the modification agreed to herein as complete equitable adjustment for the contractor's proposal for adjustment listed below, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to said contract changes and/or contractor proposals, and for such additional obligations as may be required by this modification.

Contract
Change Identification

Contractor
Proposal Number

Modification 22

Cost Quotation No. 04-07-98 dated 22 July, 2004

9. As a result of the foregoing, Total Contract Value is hereby increased from \$ 110,949,433 by \$ 263,869 to \$ 111,213,302. All other terms and conditions remain unchanged.

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 Supplies And/Or Services To Be Furnished

(a) In a manner consistent with the Marshall Space Flight Center (MSFC) values, the Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary for performing the "Huntsville Operations Support Center (HOSC)" in accordance with the Performance Work Statement, Attachment J-1.

(b) This is a cost-reimbursement contract with both award fee and performance incentive fee criteria (CPAF/IF). The award fee (subjective evaluation) and performance incentive fee (objective evaluation) will be assessed in accordance with the Fee Evaluation Plan (FEP), Attachment J-7.

(c) A portion of this contract is under an Indefinite Delivery/Indefinite Quantity (IDIQ) arrangement, which will also be on a CPAF/IF basis. The purpose of this provision is to allow the Government to acquire indefinite services as addressed in the Performance Work Statement, Attachment J-1, Paragraphs 3.0 and 4.0. IDIQ requirements cannot be adequately defined for inclusion in the contract because the precise quantities that will be required during the contract period of performance cannot be predetermined. IDIQ will be ordered in accordance with Clause B.7- Task Ordering Procedure and Clause B.8- IDIQ Schedule of Rates. The guaranteed minimum quantity of work that will be ordered under the IDIQ portion of this contract shall be \$50,000 per year. The maximum not-to-exceed (NTE) amount of IDIQ work per contract year is \$3,000,000 per contract year.

(End of Clause)

B.2 Estimated Cost, Award Fee And Performance Incentive Fee

(a) The estimated cost of this contract is \$104,786,154. The maximum potential award fee is \$3,710,920. The maximum potential performance incentive fee is \$2,050,419. Total estimated cost, maximum potential award fee, and maximum potential performance incentive fee are \$110,547,493. It is expected that this contract will contain no base fee.

(b) Breakout of estimated cost, maximum potential award fee, and maximum performance incentive fee is as follows:

<u>Period Covered</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Award Fee Earned</u>	<u>Maximum Potential Perf. Fee</u>	<u>Performance Fee Earned</u>	<u>Total Contract Value</u>
1/1/04 - 12/31/06	\$64,241,135	\$2,097,610	\$456,881	\$1,181,714	\$208,928	\$68,186,268

(c) Breakout of estimated cost, maximum award fee, and maximum performance incentive fee for each option period are set forth below:

<u>Period Covered</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Award Fee Earned</u>	<u>Maximum Potential Perf. Fee</u>	<u>Performance Fee Earned</u>	<u>Total Contract Value</u>
Option 1 (1/1/07 - 12/31/07)	\$20,094,150	\$797,496		\$429,421		\$21,321,067
Option 2 (1/1/08 - 12/31/08)	\$20,450,869	\$815,814		\$439,284		\$21,705,967

(d) The maximum potential award fee and performance incentive fee for each of the contract periods specified above is hereby divided and allocated into individual six month evaluation periods in order to calculate award and performance incentive fee earned.

<u>Evaluation Period</u>		<u>Potential Award Fee</u>		<u>Potential Incentive Fee</u>
January 1 - June 30, 2004	1	Completed	1	Completed
July 1-December 31, 2004	2	\$477,098	2	\$267,345
January 1 - June 30, 2005	3	\$409,818	3	\$231,117
July 1-December 31 2005	4	\$409,818	4	\$231,117
January 1-June 30, 2006	5	\$400,439	5	\$226,068
July 1-December 31, 2006	6	\$400,439	6	\$226,068
January 1-June 30, 2007	7	\$398,748	7	\$214,710
July 1-December 31, 2007	8	\$398,748	8	\$214,710
January 1-June 30, 2008	9	\$407,906	9	\$219,642
July 1-December 31, 2008	10	\$407,906	10	\$219,642
		<u>\$3,710,920</u>		<u>\$2,050,419</u>

(e) The amount of award fee which has been awarded pursuant to this clause and the period to which said fee applies is set forth below:

<u>Award Fee Period</u>	<u>Amount Earned</u>	<u>Amount Unearned</u>
January1-June 30, 2004	\$ 456,881	\$(28,131)
Total	\$ 456,881	\$(28,131)

(end of clause)

(f) The amount of incentive fee which has been awarded pursuant to this clause and the period of which said fee applies is set forth below:

<u>Incentive Fee Period</u>	<u>Amount Earned</u>	<u>Amount Unearned</u>
January1-June 30, 2004	\$ 208,928	\$ 0
Total	\$ 208,928	\$ 0

(end of clause)

B.3 Award Fee For Service Contracts (NFS 1852.216-76)

B.7.1 IDIQ Task Order Performance Schedule

The performance schedule for the IDIQ task orders issued under this contract is set out below:

Calendar Year	Task Order	Period of Performance	Total Order Amount	Mod #
2004	01 Chandra	21Jan2004-31May2004	\$399,826	3
2004	01/Revision A	21Jan2004-05July2004	n/a	9
2004	02 TD04c-01	5April2004-31July2004	\$22,814	12
2004	03 2 nd Gen.	19July2004-23July2004	\$4,687	13
2004	04 TD-03,04,06	1Jan2004-31Dec2004	\$110,300	17
2004	05TD-02,05	17May2004-30Sept2004	\$59,416	17
2004	06 2Yr NRT	1Jan-30 Sept 2004	\$263, 869	22

Performance Work Statements not referenced in Attachment J-9 are contained in the Task Directives and are an integral part of the contract.

B.7.2 Special Threshold For Task Directives

For administrative purposes, the Contracting Officer Technical Representative (COTR) may issue written Task Directives to the contractor provided the estimated cost of the directive is less than \$100,000. Each directive will be signed by the COTR and Contracting Officer, and written acceptance shall be provided by the contractor. These directives shall be formally incorporated into the contract, along with any equitable adjustments to contract value, via bilateral modification generally on a monthly basis.

The COTR is not authorized to issue, nor shall the contractor accept, any directive where the initial estimate exceeds this threshold. If at any time during performance of a Task Directive the contractor determines that the estimated cost will equal or exceed \$100,000, the contractor shall immediately notify the Contracting Office in writing. Subsequent to notification, the contractor shall continue performance up to the initial threshold, unless and until, the Contracting Office directs otherwise.

B.8 IDIQ Schedule Of Rates

The fully burdened cost rates below will be used in pricing IDIQ work authorized under the provisions of B.7- Task Ordering Procedure.

(CONTINUED ON NEXT PAGE B-7)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

<u>Attachments</u>	<u>Title</u>	<u>Pages</u>
J-1	Performance Work Statement	28
J-2	Data Procurement Document	39
J-3	Applicable Regulations and Procedures	3
J-4	Acronyms and Abbreviations	11
J-5	Government Furnished Property	74
J-6	Work Breakdown Structure	2
J-7	Fee Evaluation Plans	6
J-8	Installation-Provided Property and Services	2
J-9	Performance Work Statement for IDIQ Task Order	1
J-10	SCA Wage Determination	10
J-11	Marshall Values	1

ATTACHMENT J-9**PERFORMANCE WORK STATEMENTS FOR IDIQ TASK ORDERS****TASK 06**

Per PWS 3.2.5.1 EHS Cost Savings Initiative and 4.7.1 Specific Mission Support, the NRT data storage capability will be increased to hold a minimum of 2-Years of down-linked telemetry, with significant expansion room to hold additional data as the ISS grows. The 2-Year NRT project will also enhance the user's ability to retrieve data sets by simplifying the process for requesting archived data and by decreasing data retrieval time. Note that the NRT system does not process or store Ku-Band payload science data. This data is stored and made available to users by the Payload Data Services system (PDSS).